

1 BILL NO. S-80-12-41

2 SPECIAL ORDINANCE NO. S-15-81

3
4 AN ORDINANCE approving a contract for
5 Sewer Improvement Resolution No. 321-80
6 between the City of Fort Wayne, Indiana
and T & G Excavating, Inc., Contractor for
installation of sanitary sewer.

7
8 BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF
9 FORT WAYNE, INDIANA:

10 SECTION 1. That a certain contract dated December 16,
11 1980, between the City of Fort Wayne, Indiana, by and through
12 its Mayor and the Board of Public Works, and T & G Excavating,
13 Inc., Contractor for:


14 the rehabilitation of sewers SSES
15 subsystem bs, cs, ns, os. Includes
16 any adjusted connection charge pre-
viously established, for those directly
benefitted property owners,

17 under Board of Public Works Sewer Improvement Resolution No.
18 321-80, at a total cost of \$169,846.00, all as more particu-
19 larly set forth in said Contract which is on file in the Of-
20 fice of the Board of Public Works and is by reference incor-
21 porated herein and made a part hereof, be and the same is in
22 all things hereby ratified, confirmed and approved.

23 SECTION 2. That this Ordinance shall be in full
24 force and effect from and after its passage and approval by
25 the Mayor.

26 
COUNCILMAN

27 APPROVED AS TO FORM AND
28 LEGALITY DECEMBER 18, 1980.

29 
30 JOHN E. HOFFMAN, City Attorney
31
32

Read the first time in full and on motion by Burns, seconded by Quen, and duly adopted, read the second time by title and referred to the Committee City of Fort Wayne (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on 12-23-80, 1980, at o'clock M., E.S.T.

DATE: 12-23-80

Charles W. Westerman
CHARLES W. WESTERMAN
CITY CLERK

Read the third time in full and on motion by Burns, seconded by GiaQuinta, and duly adopted, placed on its passage. PASSED (LOST) by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT	TO-WIT:
TOTAL VOTES	<u>8</u>	<u> </u>	<u> </u>	<u>1</u>	
BURNS	<u>X</u>	<u> </u>	<u> </u>	<u> </u>	
EISBART	<u>X</u>	<u> </u>	<u> </u>	<u> </u>	
GIAQUINTA	<u>X</u>	<u> </u>	<u> </u>	<u> </u>	
NUCKOLS	<u>1</u>	<u> </u>	<u> </u>	<u>X</u>	
SCHMIDT, D.	<u>X</u>	<u> </u>	<u> </u>	<u> </u>	
SCHMIDT, V.	<u>X</u>	<u> </u>	<u> </u>	<u> </u>	
SCHOMBURG	<u>X</u>	<u> </u>	<u> </u>	<u> </u>	
STIER	<u>X</u>	<u> </u>	<u> </u>	<u> </u>	
TALARICO	<u>X</u>	<u> </u>	<u> </u>	<u> </u>	

DATE: 1-13-81

Charles W. Westerman
CHARLES W. WESTERMAN - CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (ZONING MAP) (GENERAL) (ANNEXATION) (SPECIAL) (APPROPRIATION) ORDINANCE (RESOLUTION) No. S-15-81 on the 13th day of January, 1981.

ATTEST:

(SEAL)

Charles W. Westerman
CHARLES W. WESTERMAN - CITY CLERK

James S. Stier
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 14th day of January, 1981, at the hour of 11:00 o'clock A-M., E.S.T.

Charles W. Westerman
CHARLES W. WESTERMAN - CITY CLERK

Approved and signed by me this 15th day of Jan. 1981, at the hour of 11 o'clock A M., E.S.T.

Winfield C. Moses, Jr.
WINFIELD C. MOSES, JR.
MAYOR

BILL NO. S-80-12-41

REPORT OF THE COMMITTEE ON CITY UTILITIES

WE, YOUR COMMITTEE ON City Utilities TO WHOM WAS REFERRED AN
ORDINANCE approving a contract for Sewer Improvement Resolution No.

321-80 between the City of Fort Wayne, Indiana and T & G

Excavating, Inc., Contractor for installation of sanitary

sewer

HAVE HAD SAID ORDINANCE UNDER CONSIDERATION AND BEG LEAVE TO REPORT
BACK TO THE COMMON COUNCIL THAT SAID ORDINANCE PASS.

PAUL M. BURNS, CHAIRMAN

VIVIAN G. SCHMIDT, VICE CHAIRMAN

BEN A. EISBART

SAMUEL J. TALARICO

ROY J. SCHOMBURG

CONCURRED IN

DATE 1/13/81 CHARLES W. WESTERMAN, CITY CLERK

CONTRACT NO. 321-80

THIS CONTRACT made and entered into in triplicate this 16th day of DECEMBER, 1980, by and between T & G EXCAVATING, herein called CONTRACTOR, and the City of Fort Wayne, Indiana, an Indiana Municipal Corporation, acting by and through the Mayor, and the Board of Public Works herein called OWNER,

WITNESSETH that the Contractor and the Owner for the considerations hereinafter named, agree as follows:

ARTICLE 1. SCOPE OF WORK

Contractor shall furnish all labor, material, equipment, tools, power, transportation, miscellaneous equipment, etc., necessary for the construction of the following:

SUBSYSTEM BS: The boundaries of Subsystem BS are on the north boundary of North Sherwood Terrace Addition on the north, Highway 27 on the west, Coliseum Boulevard on the south and Leo Road on the east and includes part of Northcrest Addition, North Sherwood Terrace Speedway Addition.

SUBSYSTEM CS: The boundaries of Subsystem CS are Cook Road on the north, Washington Center Road on the south, Campus Court on the east and U.S. Highway 27 on the west and includes parts of Crestwood Colony Addition Springwood Addition, Colonial Park Addition.

SUBSYSTEM NS: The boundaries of Subsystem NS are U.S. Highway 30 on the north, Eastwood Drive on the south, U.S. Highway 30 on the east and Hobson Road on the west and includes Campus Court Addition.

SUBSYSTEM OS: The boundaries of Subsystem OS are Trier Road on the north, Vance Avenue on the south, Reed Road on the east and Inwood Drive on the west and includes parts of Glenwood Park Addition and Trier Wood Park Addition.

All according to Fort Wayne Pollution Control Engineering Department Drawing No. SY-11046, and do everything required by this contract and the other documents constituting a part hereof.

ARTICLE 2. THE CONTRACT SUM

The Owner shall pay Contractor for the performance of the contract the unit price sum of \$169,846.00. In event the amount of work is increased or decreased by Owner, the contract sum shall be increased or decreased according to the unit price schedule set forth in the Contractor's Proposal.

8" Dia. Sewer Pipe Cleaning	One dollar and 03/100	1.03
10" Dia. Sewer Pipe Cleaning	One dollar and 08/100	1.08
12" Dia. Sewer Pipe Cleaning	One dollar and 13/100	1.13
8" Dia. Sewer Pipe Sealing	Six dollars and 61/100	6.61
10" Dia. Sewer Pipe Sealing	Eight dollars and 80/100	8.80
12" Dia. Sewer Pipe Sealing	Eleven dollars and 91/100	11.91

Manhole Cover	Five hundred fifteen dollars and no/100	515.00
Manhole Sealing	Fifty-one dollars and 80/100	51.80
Overflow Pipe	Two thousand four hundred sixty dollars and no/100	2,460.00
Point Repair	Two thousand three hundred thirty-five dollars and no/100	2,335.00
10" Pipe Lining	Thirty-nine dollars and 40/100	39.40
8" Dia. Pipe Replacement	One hundred twenty-seven dollars and no/100	127.00
10" Dia. Pipe Replacement	One hundred eighty-three dollars and no/100	183.00
12" Dia. Pipe Replacement	One hundred eighteen dollars and no/100	118.00

ARTICLE 3. PROGRESS PAYMENTS

Payments are to be made to the Contractor in accordance with and subject to the provisions embodied in the documents made a part of this Contract.

ARTICLE 4. ACCEPTANCE AND FINAL PAYMENT

Final payment shall be due at the time the work is fully completed and accepted and the contract is fully performed.

Upon filing of a Completion Affidavit by the Contractor that the work is ready for final inspection and acceptance, the Board of Public Works will direct the Engineering Department of the Owner to promptly make such inspection. When the Engineering Department finds the work acceptable under the contract, and the contract is fully performed, it shall so inform the Board of Public Works which shall issue a final certificate stating that the work provided for in this Contract has been completed and is accepted thereupon, and the entire balance of the Contract sum shall be due and payable to the Contractor; provided only that Contractor shall first furnish Owner, if requested to do so, satisfactory evidence that all persons who have supplied labor, material, or equipment for the work have been fully paid.

ARTICLE 5. WORKMEN'S COMPENSATION ACT

The Contractor will furnish immediately a certificate from the Industrial Board of the State of Indiana, that he has complied with the Workmen's Compensation Act in accordance with Section 14 of the Compensation Act (I.C. 22-3-2-1).

Any judgment rendered against the City of Fort Wayne in any suits for damages for injury to real or personal property, or for any injury sustained by any person growing out of any act or doing of Contractor, or its agents, employees or workmen and that any judgment of any court or award of any Board of Arbitrators or of the State Industrial Board of the State of Indiana rendered against the City of Fort Wayne in any suit or claim arising under said Workmen's Compensation acts of the State of Indiana, now or hereafter in force, relating to compensation for accidental injuries or death suffered by his employees or the

employees of any Subcontractor or Subcontractors in the course of their employment, when notice of the pendency of such suit, hearing or arbitration shall have been given said Contractor, shall be conclusive against Contractor as to amount, liability and all other things pertaining thereto; it being the intent of the parties hereto that Contractor indemnify and hold harmless City in the premises.

ARTICLE 6. NON-DISCRIMINATION OF LABOR

The Contractor further agrees to be bound by Section 15-13 (as amended), of the Code of the City of Fort Wayne, Indiana of 1974, passed by the Common Council of the City of Fort Wayne, Indiana as General Ordinance No. G-34-78 (as amended) on December 12th, 1978, a copy of which Section is attached and incorporated herein and made a part hereof. (NE/1 - NE/3)

ARTICLE 7. PREVAILING WAGE SCALE

The Contractor agrees to pay and also require of his subcontractors that they pay which ever is the highest of Federal, State, and Local wage rates on the work covered by this contract which shall not be less than the prescribed scale of wages as determined pursuant to the provisions of Chapter 319 of the Acts of the General Assembly of the State of Indiana, of 1935, attached hereto and made a part hereof. (WR/1 through WR/32).

ARTICLE 8. COMPONENT PARTS OF THIS CONTRACT

The following documents are as fully a part of this contract as if hereto attached or herein repeated:

- A. Advertisement for Bids, for Contract No. 321-80
- B. Instructions to Bidders for Contract No. 321-80
- C. Contractor's Proposal Dated Sept. 9, 1980
- D. Fort Wayne Water Pollution Control Engineering Department Construction Drawing No. SY-11046
- E. General Specifications and Conditions, detailed specifications, construction standards for the installation of storm and sanitary sewers and addenda thereof of the City of Fort Wayne's Water Pollution Control Engineering Department.
- F. Federal Contract Provisions.
- G. Workmen's Compensation Act (I.C. 22-3-2-1).
- H. Non-Discrimination of labor General Ordinance No. G-34-78 (as amended).
- I. Prevailing wage scale.
- J. Performance Bond.
- K. Labor and Material Payment Bond.
- L. Comprehensive Liability Insurance Coverage.
- M. Application for Cut Permit.
- N. Escrow Agreement.
- O. Notice of Award.
- P. Notice to Proceed.
- Q. Change Order.
- R. Notice of Final Acceptance.
- S. Addenda No. 1 and 2

ARTICLE 9. GUARANTEE OF WORKMANSHIP

The Contractor shall warrant all materials, labor and equipment furnished and work performed for a period of one (1) year from date of final acceptance in writing by the Owner.

ARTICLE 10. INDEMNITY

Contractor shall furnish to owner, within ten (10) days of the date hereof a certificate from an insurer acceptable to owner showing personal injury and property damage coverages in an amount and of a type acceptable to owner. Insurance in force issued in connection with the work to be done under this Contract in accordance with said Specifications of the City of Fort Wayne, Division I, Section 7.2.4.

ARTICLE 11. ADJUSTMENTS OF DISPUTES

All questions or controversies which may arise between the Contractor and the Owner under the provisions of this Contract and the work to be performed and materials to be furnished shall be subject to the decision of the Chief Engineer of the Fort Wayne Water Pollution Control Department, and his decision shall be final and conclusive upon the parties.

Provided, however, no changes in the plans, specifications, or other phases of the work covered by this Contract will be permitted except on prior written authorization by the Board of Public Works.

ARTICLE 12. COMPLETION DATE

The Contractor agrees to complete the work specified within the contract in 720 consecutive calendar days after having been ordered by the Owner to commence work under this contract.

ARTICLE 13. COUNCILMANIC APPROVAL

This Agreement, although executed on behalf of the Owner by the Mayor and Board of Public Works of the City of Fort Wayne, Indiana, shall not be binding upon the Owner unless and until the same shall have been ratified and approved by the Environmental Protection Agency and Common Council of the City of Fort Wayne, Indiana, and should said Environmental Protection Agency or Common Council fail to approve the same within ninety (90) days after the date hereof, then this Contract shall become wholly void.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

BY: T-G EXCAVATING, INC.
Thomas M. Hedlam President

BY: T-G EXCAVATING, INC.
George D. Hedlam Secretary

CITY OF FORT WAYNE, INDIANA

BY: Win Moses, Jr.
 Win Moses, Jr., Mayor

ATTEST:

Sandra E. Kennedy
 Sandra E. Kennedy, Clerk

APPROVED AS TO FORM AND LEGALITY:

R. Thompson

BOARD OF PUBLIC WORKS

Mark L. Akers
 Mark L. Akers, Chairman

Roberta Anderson Staten
 Roberta Anderson Staten, Member

Herbert R. Gamache
 Herbert R. Gamache, Member

Approved by the Common Council of the City of Fort Wayne on ___ day of
 ___, 19__.

Contract No. 321-80

Fidelity and Deposit Company

HOME OFFICE

OF MARYLAND

BALTIMORE, MD. 21203

Performance Bond

KNOW ALL MEN BY THESE PRESENTS:

That T.G. Excavating, Inc., 5544 Huguenard Road, Fort Wayne, Indiana
(Here insert the name and address or legal title of the Contractor)

as Principal, hereinafter called Contractor, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, with its home office in the City of Baltimore, Maryland, U. S. A., as Surety, hereinafter called Surety, are held and firmly bound unto Board of Public Works, City of Fort Wayne, Indiana 46802
(Here insert the name and address or legal title of the Owner)

as Oblige, hereinafter called Owner, in the amount of One Hundred Sixty Nine Thousand Eight Hundred Forty Six Dollars and no cents

Dollars (\$ 169,846.00), for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated December 3, 19 80, entered into a contract with Owner for Resolution 321-80 SSES Subsystem BS-CS-NS-OS Rehab Sewers, Interceptor Sanitary Sewer, Fort Wayne, Indiana

in accordance with drawings and specifications prepared by City of Fort Wayne, Indiana
(Here insert full name, title and address)

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly

(1) Complete the Contract in accordance with its terms and conditions, or

(2) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the Owner elects, upon determination by the Owner and Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and Owner, and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of Owner.

Signed and sealed this 16th day of December A.D. 19 80

In the presence of:

T-G Excavating, Inc.

(SEAL)

Martha Kondjinski

Thomas M. Stachurski
Principal
Title

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

Virginia J. Olson

Duane E. Lupke
(SEAL)
Duane E. Lupke (Attorney-in-fact)

Fidelity and Deposit Company

HOME OFFICE

OF MARYLAND

BALTIMORE, MD. 21203

Labor and Material Payment Bond

Note: This bond is issued simultaneously with Performance Bond in favor of the owner conditioned on the full and faithful performance of the contract.

KNOW ALL MEN BY THESE PRESENTS:

That **T.G. Excavating, Inc., 5544 Euguenard Road, Fort Wayne, Indiana**

(Here insert the name and address or legal title of the Contractor)

as Principal, hereinafter called Principal, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, with its home office in the City of Baltimore, Maryland, U. S. A., as Surety, hereinafter called Surety, are held and firmly bound unto **Board of Public Works, City of Fort Wayne, Indiana 46802**

(Here insert the name and address or legal title of the Owner)

as Oblige, hereinafter called Owner, for the use and benefit of claimants as hereinafter defined, in the amount of **One Hundred Sixty Nine Thousand Eight hundred Fourty Six Dollars and no cents**

169,846.00

(Here insert a sum equal to at least one-half of the contract price)

Dollars (\$.....), for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has by written agreement dated **December 3, 19 80**, entered into a contract with Owner for **Resolution 321-80 SSES Subsystem BS-CS-NS-OS Rehab. Sewers, Interceptor Sanitary Sewer, Fort Wayne, Indiana**

in accordance with drawings and specifications prepared by **City of Fort Wayne, Indiana**

(Here insert full name, title and address)

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. A claimant is defined as one having a direct contract with the Principal or with a sub-contractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.

2. The above named Principal and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Owner shall not be liable for the payment of any costs or expenses of any such suit.

3. No suit or action shall be commenced hereunder by any claimant:

(a) Unless claimant, other than one having a direct contract with the Principal, shall have given written notice to any two of the following: The Principal, the Owner, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, Owner or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.

(b) After the expiration of one (1) year following the date on which Principal ceased work on said Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

(c) Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the project, or any part thereof, is situated, or in the United States District Court for the district in which the project, or any part thereof, is situated, and not elsewhere.

4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.

Signed and sealed this **16th** day of **December**, 19 **80** A.D.

In the presence of:

T-G Excavating, Inc.

(SEAL)

Martha Kendigash

Thomas M. Hochamp, Pres.
Principal
Title

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

Virginia Wilson

Duane E. Lupke
Duane E. Lupke (Attorney-in-fact)
(SEAL)

Power of Attorney
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

HOME OFFICE: BALTIMORE, MD.

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by C. M. PECOT, JR., Vice-President, and C. W. ROBBINS, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which reads as follows:

SEC. 2. The President, or any Executive Vice-President, or any of the Senior Vice-Presidents or Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertakings, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgments, deeds, mortgages and instruments in the nature of mortgages, and also all other instruments and documents which the business of the Company may require, and to affix the seal of the Company thereto.

does hereby nominate, constitute and appoint Walter H. Lupke, Jr., Duane E. Lupke, Donald L. Coffey, Edward B. Rice, Walter E. Boose, Lowell K. Zelt and Virginia T. Axson, all of Fort Wayne, Indiana, EACH,
its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings.....

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons. This power of attorney revokes that issued on behalf of Walter H. Lupke, Jr., et al, dated, November 21, 1978.

The said Assistant Secretary does hereby certify that the foregoing is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this
17th day of December A.D. 19 79.



ATTEST:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

C W Robbins

Assistant Secretary

By

C M Pecot Jr
Vice-President

STATE OF MARYLAND } SS:
City of Baltimore

On this 17th day of December, A.D. 19 79, before the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, duly commissioned and qualified, came the above-named Vice-President and Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself depose and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal, at the City of Baltimore, the day and year first above written.



Gayle J. Folger
Notary Public Commission Expires July 1, 1982.

CERTIFICATE

I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was one of the additional Vice-Presidents specially authorized by the Board of Directors to appoint any Attorney-in-Fact as provided in Article VI, Section 2 of the By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND.

This Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 16th day of July, 1969.

RESOLVED: "That the facsimile or mechanically reproduced signature of any Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed."

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said Company, this
17th day of December 19 80

W H Lupke Jr
Assistant Secretary

DEPARTMENT REQUESTING ORDINANCE BOARD OF PUBLIC WORKS

SYNOPSIS OF ORDINANCE This Contract is for the REHABILITATION OF SEWERS SSES SUBSYSTEM

BS, CS, NS, OS. Includes any adjusted connection charge previously established,
for those directly benefitted property owners.

S-80-12-41

All according to WPC Engineering Department Drawing No. SY-11033, and do everything
required by the Contract and the documents. The improvements cover the construction
in the St. Joe drainage basin which will improve the water quality of the City's raw
water supply

EFFECT OF PASSAGE T & C EXCAVATORS SHALL BE THE CONTRACTOR FOR THE RES. 321-80, REHABILITATION
OF SEWERS SSES SUBSYSTEM BS, CS, NS, OS
which will improve the water quality of the City's raw water supply.

EFFECT OF NON-PASSAGE The above described passage cannot be possible.

MONEY INVOLVED (DIRECT COSTS, EXPENDITURES, SAVINGS) This project will cost: \$169,846.00
Which will be paid for by USEPA (75%), State (10%), and City Utilities (15%)

ASSIGNED TO COMMITTEE City Utilities